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 LOUIS E. GITOMER

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RECORDATION NO. **7446-D**
 FILED 1425

0-295A015

OCT 22 1990 -2 00 PM

INTERSTATE COMMERCE COMMISSION

October 22, 1990

Honorable Sidney L. Strickland, Jr.
 Secretary
 Interstate Commerce Commission
 Washington, D.C. 20423

Dear Secretary Strickland:

I have enclosed the original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Instrument of Satisfaction and Release and Bill of Sale, a secondary document dated October 3, 1990. The primary document to which this is connected is recorded under Recordation No. 7446. We request that this release be recorded under Recordation No. 7446-D.

The names and addresses of the parties to the satisfaction and release are as follows:

Bankers Trust Company of California, N.A.
 50 Fremont Street
 10th Floor
 San Francisco, CA 94105

United States Trust Company of New York
 114 W. 47th Street
 New York, NY 10036

The names and addresses of the parties to the bill of sale are as follows:

Bankers Trust Company of California
 50 Fremont Street
 10th Floor
 San Francisco, CA 94105

Lamb Weston, Inc.
 8701 West Gage Boulevard
 Tri-Cities, WA 99302

Honorable Sidney L. Strickland
October 22, 1990
Page Two

A description of the equipment covered by the release and bill of sale follows:

The equipment covered by the release and bill of sale consists of: 43 60-foot 100-ton capacity insulated box cars with air bag load dividers and cushioned underframe with the following road numbers: WP 66501-66513, 66515, 66516, 66518, 66519, 66521-66528, 66530-66536, 66538-66541, 66543-66546, and 66548-66550, inclusive.

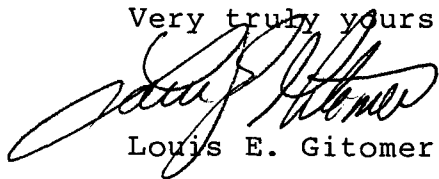
A fee of \$15.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Louis E. Gitomer
Suite 1200
1133 15th Street, N.W.
Washington, D.C. 20005

A short summary of the document to appear in the index follows:

Instrument of Satisfaction and Release of all rights and obligations dated as of October 3, 1990, between Bankers Trust Company of California, N.A., 50 Fremont Street, 10th Floor, San Francisco, CA 94105 and United States Trust Company of New York, 114 W. 47th Street, New York, NY 10036, and a Bill of Sale from Bankers Trust Company of California, N.A. to Lamb Weston, Inc., 8701 West Gage Boulevard, Tri-Cities, WA 99302, both covering 43 60-foot 100-ton capacity insulated box cars with air bag load dividers and cushioned underframe with the following road numbers: WP 66501-66513, 66515, 66516, 66518, 66519, 66521-66528, 66530-66536, 66538-66541, 66543-66546, and 66548-66550, inclusive.

Very truly yours,



Louis E. Gitomer

LEG/bdr

Interstate Commerce Commission

Washington, D.C. 20423

10/22/90

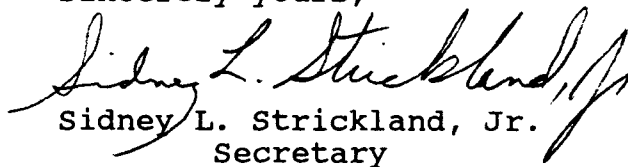
OFFICE OF THE SECRETARY

Robert G. Shepherd, Jr.
Ste. 1200
1133 15th Street, N. W.
Washington, D. C. 20005

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/22/90 at 2:30PM , and assigned recordation number(s) .7446-D.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE (the "Instrument"), dated as of October 3, 1990, between Bankers Trust Company of California, N.A., a national banking association ("BTC") (successor to Wells Fargo Bank, National Association ("WFB")), not individually but solely as Trustee under a Trust Agreement, dated as of January 15, 1974, for the benefit of Commerce Bank of Kansas City, N.A., Norwest Bank Minnesota, N.A. (formerly known as Midland National Bank of Minneapolis), Key Bank of Oregon (successor to Citizens Valley Bank), Wells Fargo Bank, National Association (formerly known as Crocker National Bank), and GATX Third Aircraft Corporation (successor to GATX Aircraft Corporation), and United States Trust Company of New York ("U.S. Trust").

RECORDATION NO. 7446 FEB 1991

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WITNESSETH

INTERSTATE COMMERCE COMMISSION

WHEREAS, by a Conditional Sale Agreement, dated as of February 1, 1974 (the "CSA"), among PACCAR, Inc. (the "Builder"), WFB and The Western Pacific Railroad Company ("Western Pacific"), the Builder agreed to sell to WFB its interest in the railroad equipment described therein (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of February 1, 1974 (the "CSA Assignment"), between the Builder, as assignor, and U.S. Trust, as assignee, the Builder agreed to assign, transfer and set over to U.S. Trust all its rights, security, title, and interest in and to each unit of the Equipment;

WHEREAS, by an Amendment Agreement (the "CSA Amendment"), dated as of June 15, 1974, among Western Pacific, the Builder, WFB and U.S. Trust, the CSA was amended to modify the delivery date for the Equipment.

WHEREAS, by an Assignment and Assumption Agreement, (the "CSA Assumption"), dated April 4, 1979, between Western Pacific and the Western Pacific Railroad Company, a Delaware corporation ("WP Delaware"), Western Pacific sold, assigned and transferred its interest in the CSA, the CSA Assignment and the CSA Amendment to its successor, WP Delaware.

WHEREAS, by an agreement to Assign and Transfer Interest in Conditional Sale Agreement (the "CSA Transfer Agreement"), dated August 17, 1987, between WFB and BTC, WFB transferred all of its interest in the CSA, the CSA Assignment and the CSA Amendment to BTC.

WHEREAS, by a Lease of Railroad Equipment, dated as of February 1, 1974 (the "Lease") between WFB, as lessor, and Western Pacific, as lessee, WFB leased the Equipment to Western Pacific subject to the rights of U.S. Trust under the CSA Assignment;

WHEREAS, by an Assignment of Lease and Agreement (the "Lease Assignment"), dated as of February 1, 1974, between WFB, as assignor, and U.S. Trust, as assignee, WFB agreed to assign, transfer and set over to U.S. Trust all of WFB's rights and interest in and to the Lease;

WHEREAS, by an Amendment Agreement (the "Lease Amendment No. 1"), dated as of June 15, 1974, among Western Pacific, WFB, and U.S. Trust, the Lease was amended to modify the delivery date of the Equipment.

WHEREAS, by an Amendment Agreement (the "Lease Amendment No. 2"), dated as of October 15, 1974, among Western Pacific, WFB and U.S. Trust, the Lease was amended to exclude certain items of Equipment.

WHEREAS, by an Assignment and Assumption Agreement (the "Lease Assumption"), dated April 4, 1979, between Western Pacific and WP Delaware, Western Pacific transferred all of its interest in the Lease, the Lease Assignment, the Lease Amendment No. 1 and the Lease Amendment No. 2 to its successor, WP Delaware.

WHEREAS, by an Agreement to Assign and Transfer Interest in Lease of Railroad Equipment and in Assignment of Lease and Agreement (the "Lease Transfer Agreement"), dated August 17, 1987, between WFB and BTC, WFB transferred to BTC all of its interest in the Lease, the Lease Assignment, the Lease Amendment No. 1 and the Lease Amendment No. 2. (The CSA, the CSA Assignment, the CSA Amendment, the CSA Assumption, the CSA Transfer Agreement, the Lease, the Lease Assignment, the Lease Amendment No. 1, the Lease Amendment No. 2, the Lease Assumption and the Lease Transfer Agreement are referred to herein collectively as the "ICC Documents".)

WHEREAS, the CSA and the CSA Assignment were each filed and recorded with the Interstate Commerce Commission on March 26, 1974, and assigned Recordation No. 7446;

WHEREAS, the CSA Amendment was filed and recorded with the Interstate Commerce Commission on July 1, 1974 and assigned Recordation No. 7446-A;

WHEREAS, the CSA Assumption Agreement was filed and recorded with the Interstate Commerce Commission on July 23, 1979 and assigned Recordation No. 7446-B;

WHEREAS, the CSA Transfer Agreement was filed and recorded with the Interstate Commerce Commission on December 3, 1987 and assigned Recordation No. 7446-C;

WHEREAS, the Lease and the Lease Assignment were each filed and recorded with the Interstate Commerce Commission on March 26, 1974, and assigned Recordation No. 7447;

WHEREAS, the Lease Amendment No. 1 was filed and recorded with the Interstate Commerce Commission on July 1, 1974 and assigned Recordation No. 7447-A;

WHEREAS, the Lease Amendment No. 2 was filed and recorded with the Interstate Commerce Commission on November 13, 1974 and assigned Recordation No. 7447-B;

WHEREAS, the Lease Assumption Agreement was filed and recorded with the Interstate Commerce Commission on July 23, 1979 and assigned Recordation No. 7447-C;

WHEREAS, the Lease Transfer Agreement was filed and recorded with the Interstate Commerce Commission on December 3, 1987 and assigned Recordation No. 7447-D;

WHEREAS, Lamb-Weston, Inc., a Delaware corporation ("Lamb-Weston") wishes to acquire certain of the Equipment presently covered by the ICC Documents and has entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of September 1, 1990, with BTC to acquire such Equipment; and,

WHEREAS, the parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the under the ICC Documents with respect to the Equipment being transferred hereby and the sale and transfer of such Equipment to Lamb-Weston.

NOW, THEREFORE, in consideration of the premises, it is agreed:

The parties hereto do hereby acknowledge and confirm for the public record the satisfaction and release of all rights and obligations of the parties arising under the ICC Documents with respect to the Equipment identified herein (the "Sale Equipment") U.S. Trust does hereby acknowledge and agree that all of the monetary obligations of BTC and Western Pacific under the ICC Documents have been fully discharged and satisfied and U.S. Trust does hereby release its security interest in all of the Equipment and the Lease and transfers to BTC all of its estate, right, title and interest in and to all of the Equipment and the Lease, free of all claims, rights, liens, security interests and other encumbrances created by U.S. Trust, or retained by U.S. Trust under, the ICC Documents.

BTC does hereby release its security interest in the Sale Equipment and transfers to Lamb-Weston all of its security, title and property in and to the Sale Equipment, free of all claims, rights, liens, security interests and other encumbrances created by, or retained under, the ICC Documents.

BTC does hereby sell and transfer to Lamb-Weston, to have and to hold the same unto Lamb-Weston, its successors and assigns forever, all of its rights, title and interest in and to the Sale Equipment, which consists of the following units of Equipment:

<u>Type</u>	<u>Quantity</u>	<u>Road Numbers</u>
60' 100-ton capacity insulated box cars with air bag load dividers and cushioned underframe	43	WP66501 - 66513; WP66515 - 66516; WP66518 - 66519; WP66521 - 66528; WP66530 - 66536; WP66538 - 66541; WP66543 - 66546; WP66548 - 66550

BTC represents and warrants that the Sale Equipment is free and clear of liens and encumbrances. EXCEPT FOR THE FOREGOING REPRESENTATION AS TO TITLE, THE SALE OF THE SALE EQUIPMENT IS MADE "AS IS, WHERE IS," AND NEITHER SELLER NOR AGENT SHALL BE DEEMED TO HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, NOW OR HEREAFTER, AS TO THE VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, MAINTENANCE OR MARKETABILITY OF THE SALE EQUIPMENT.

BTC will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

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This Instrument may be executed in two or more counterparts each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

U. S. TRUST COMPANY OF
NEW YORK

By: _____

Its: _____

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A.

By: *Lawrence J. Bell*

Its: ASSISTANT VICE PRESIDENT

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IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

U. S. TRUST COMPANY OF
NEW YORK

By: 

Its: Assistant Vice President

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A.

By: _____

Its: _____

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of September, 1990, before me personally appeared _____, to me personally known, who, being by me duly sworn, did depose and say that he is an Authorized Officer of U.S. Trust Company of New York, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that of said corporation the seal affixed to the foregoing instrument is such corporate seal; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Notary Public

My Commission Expires: _____

STATE OF California }
COUNTY OF San Francisco } ss:

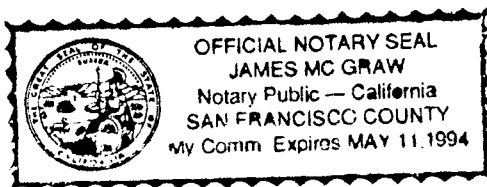
On this 28th day of September, 1990, before me personally appeared LAWRENCE J. BELL, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of Bankers Trust Company of California, N.A., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)



Notary Public

My Commission Expires: 5/11/94 *gr*



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STATE OF New York }
COUNTY OF New York } ss:

On this 21 day of September, 1990, before me personally appeared Louis P Young, to me personally known, who, being by me duly sworn, did depose and say that he is an Authorized Officer of U.S. Trust Company of New York, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that of said corporation the seal affixed to the foregoing instrument is such corporate seal; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal) Christine C Collins CHRISTINE C. COLLINS
Notary Public NOTARY PUBLIC, State of New York
No. 03-4624735
Qualified in Bronx County
My Commission Expires: Commission Expires March 30, 1992

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of September, 1990, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of Bankers Trust Company of California, N.A., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal) _____
Notary Public
My Commission Expires: _____